



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

July 07, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A HELICOPTER LAW ENFORCEMENT SERVICES
AGREEMENT WITH THE CITY OF MONTEBELLO
(FIRST DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks to execute a Law Enforcement Services Agreement (Agreement) with the city of Montebello (City) for the provision of as-needed helicopter law enforcement services to the City by the Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to execute the attached Agreement with the City, effective June 1, 2015, or upon execution by the Mayor of the Board, whichever is later, through June 30, 2019, unless sooner terminated or extended. Costs are fully reimbursed by the City.
2. Delegate authority to the Sheriff, or his designee, to execute amendments to the Agreement and/or supplemental agreements as set forth in Section 8.0 (Amendments) of the Agreement, including amendments that modify the annual billing rates as determined by the County's Auditor-Controller.
3. Delegate authority to the Sheriff to execute supplemental law enforcement services agreements, substantially similar to the attached Agreement, with other public agencies within the County requesting such services, effective upon execution by the Sheriff, through June 30, 2019, unless sooner terminated or extended, with all costs reimbursed by such agencies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's Aero Bureau, upon request, will assist the City in non-emergent, non-life threatening, and non-mutual aid activities. Provision of these services to the City does not require additional cost to the Department. Under the terms of the Agreement, the City will fully compensate the Department for services rendered. The Department's Aero Bureau has not, and will not, provide these services until the attached Agreement is executed by the Mayor of the Board.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. This Agreement enhances and improves interoperability between the agencies, as well as better prepares participants in future mutual aid needs, while enhancing public safety.

FISCAL IMPACT/FINANCING

Under the terms of the Agreement, the City will be billed for services rendered at annually adjusted rates established by the County's Auditor-Controller. Revenue generated under these rates will fully reimburse the Department's costs associated with any helicopter law enforcement service or the Department's Aero Bureau response provided pursuant to the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is authorized under the County's Charter Sections 56-1/2 and 56-3/4, and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

The Department will, upon request from the City, provide air support for law enforcement related non-emergent, non-life threatening, and non-mutual aid activities. The Department, however, makes no guarantee of the availability of the air units for deployment when requested by the City to perform the services herein. The City agrees to pay the County for said services at the hourly rates established each fiscal year by the County's Auditor-Controller. Either party may terminate the Agreement with or without cause by giving 60 calendar days advance written notice to the other party. The Agreement provides for mutual indemnification of the parties.

County Counsel has approved the attached Agreement as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services. The Department will provide the requested services with the resources included in the Department's budget. Under the terms of the Agreement, the City will be billed for services rendered at annually adjusted rates established by the County Auditor-Controller. Revenue generated under these rates fully reimburses the Department.

CONCLUSION

Upon Board approval, please return three originally executed copies of the Agreement between the County and the City to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looped initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:RTM:ew

Enclosures

CITY OF MONTEBELLO AGREEMENT NO. 3068
HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEBELLO

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**HELICOPTER LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEBELLO**

This Helicopter Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this 13th day of May, 2015, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF MONTEBELLO, hereinafter referred to as "City."

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and

Whereas, the County is agreeable to rendering such air support services, as available, on the terms and conditions set forth in this Agreement; and

Whereas, such Agreement is authorized and provided for by the provisions of Section 56 ½ and 56 ¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide as-needed, non-emergent, non-life threatening, and non-mutual aid helicopter law enforcement services described herein to the City.
- 1.2 As available, the Sheriff's Department will, upon request by City, provide air support to the Montebello Police Department's ground units involved in non-

emergent, non-life threatening, and non-mutual aid activities. The Sheriff's Department however makes no guarantee of the availability of air units for deployment when requested by the City to perform the services herein. The Sheriff's Department may cancel the provision of services at any time whatsoever if the Sheriff's Department concludes that there are insufficient personnel or air units to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

- 1.3 For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications facilities, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Montebello Police Department's ground units via the Montebello Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, helicopter law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.3 With regard to paragraphs 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and is a municipal function.
- 2.6 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected

with the City's acts and/or omissions arising from and/or relating to this Agreement.

- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence June 1, 2015, or upon execution by the Mayor of the Los Angeles County Board of Supervisors, whichever is later, and shall terminate June 30, 2019, unless sooner terminated or extended in whole or in part as provided for herein.
- 4.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.
- 4.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to

provide the agreed upon services and still perform other Sheriff's duties as required by law.

- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 The City shall pay County for the services provided by County under the terms of this Agreement at the rate established by the County Auditor-Controller, as it may be amended from time to time. The rate listed below shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment to this Agreement to reflect the change in rates each fiscal year.
- 6.2 For and in consideration of the rendition of the helicopter law enforcement services to be performed by the County for the City under this Agreement, the City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. For Fiscal Year 2014-2015, the hourly rate is as follows:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Helicopter Patrol	\$967.63

The rate depicted above is developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual

costs.

- 6.3 The City agrees to pay for helicopter responses to requests for services in non-emergent, non-life threatening, and non-mutual aid activities. The rate charged to the City for helicopter responses to non-emergent, non-life threatening, and non-mutual aid requests will be on a per-minute basis based upon the hourly rate established by the County Auditor-Controller. The City shall only be charged for the helicopter time that the air unit spends over the site of the incident. Time traveling to and from the incident will not be charged. Helicopter service in mutual aid or life-threatening situations or activities are part of County-wide services.
- 6.4 Life-threatening/mutual aid and non-life-threatening/non-mutual aid situations are further defined in Appendix A (Sheriff's Department Air Support Policy – Field Operations Directive 89-8 (Revised 03/02/93)) of this Agreement. Final determination of billable or non-billable air responses shall be made by personnel assigned to the Sheriff's Aero Bureau.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed,

or in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 7.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Paragraph 6.1 and Paragraph 7.2 of this Agreement.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

- 10.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 10.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Captain Richard Mouwen
4700 Ramona Boulevard, Rm. 214
Monterey Park, California 91754

12.3 Notices to the City shall be addressed as follows:

City of Montebello
Attn: Captain Luis Lopez
1600 W. Beverly Boulevard
Montebello, California 90640

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to

enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Appendix A, and any executed Amendments thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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**HELICOPTER PATROL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF MONTEBELLO**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Mayor and attested by the Executive Officer thereof, and the City has caused this Agreement to be executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By _____
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:
PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

CITY OF MONTEBELLO

By _____
CITY OF MONTEBELLO

ATTEST:
City Clerk

By _____
City Clerk



APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
City Attorney

By _____